

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2014 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department
 Submitted By: Community Services
 Submitted For: Community Services


I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Sponsorship Agreement with the Mental Health Association of Palm Beach County, Inc., for the period March 7, 2014, through August 1, 2014, in an amount not to exceed \$3,000.

Summary: The sponsorship agreement provides support to the Mental Health Association of Palm Beach County, Inc, a non-profit community organization in convening a series of public discussions and a half-day conference focusing on an important community mental health issue. County funds will help defray the estimated total cost for the program. In exchange for the sponsorship, the County has been recognized in promotional materials and recognized at the events. More importantly, the County benefits from increased public awareness of mental health issues and has been able to apply information gathered in the sessions to needs considerations that are part of the Financially Assisted Agencies 2014 Mental Health Services Request for Proposals (RFP) development. This sponsorship agreement is being submitted in accordance with Countywide PPM No. CW-O-051 to allow the Clerk's Office to note and receive this item. This agreement was executed by delegated authority. On February 4, 2014, the Board of County Commissioners authorized the County Administrator to execute a sponsorship agreement for this purpose. Countywide (TKF)

Background and Justification: The Mental Health Association of Palm Beach County, Inc., is a non-profit organization dedicated to leadership in promoting wellness for children, adults and families and providing advocacy for those with mental disorders through education and training. The #OK2Talk meetings are intended to facilitate dialogue that will help break the silence around mental illness. All members of our community were encouraged to attend and share stories and ideas to prevent youth struggling with mental illness from needlessly entering the legal system. Information gathered during the event will be used to create an action plan to break the connection between mental illness and the legal system.

Attachments: Sponsorship Agreement

Recommended By:  4/21/14
 Department Director Date

Approved By:  4/28/14
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	3,000				
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	3,000				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No

Budget Account No.:

Fund 0001 Dept 140 Unit 1220 Object 4901 Program Code Program Period

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: DM
Taruna Malhotra, Director, Financial & Support Svcs

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature]
OFMB cc
4/22 4/22

[Signature] 4/28/14
Contract Development and Control
4-28-14 [Signature]

B. Legal Sufficiency:

[Signature] 4/29/14
Chief Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

SPONSORSHIP AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE MENTAL HEALTH ASSOCIATION OF PALM BEACH COUNTY, INC.

This Agreement is made as of the 7th day of March 2014, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" and the Mental Health Association of Palm Beach County, Inc., a non-profit corporation authorized to do business in the State of Florida herein after referred to as the "Association", both being referred to collectively as the "parties".

WHEREAS, the Association is hosting a series of public discussions and a half-day conference focusing on community mental health issues entitled #OK2TALK, beginning on January 24, 2014, and concluding on April 25, 2014, at various locations in Palm Beach County; and

WHEREAS, County wishes to support #OK2TALK through a cash sponsorship that will help offset the cost of the program and provide certain benefits and services to the citizens of Palm Beach County; and

WHEREAS, the Board of County Commissioners, through its authorization of this sponsorship has determined a public purpose exists for this expenditure; and

WHEREAS, on February 4, 2014, the Board of County Commissioners authorized the County Administrator to execute a sponsorship agreement for this purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein.

Section 2. Term

The term of this Agreement shall commence on the date of execution by the County and shall terminate on August 1, 2014.

Section 3. Payment

The total amount to be paid by the County to the Association under this Agreement shall be three thousand dollars (\$3,000). County shall make full payment to the Association upon receipt of an invoice that includes documentation of completion of the #OK2TALK series and a final report as described herein.

Section 4. Association Obligations

- A. Completion of the #OK2TALK series as represented in Exhibit A.
- B. Recognition of Palm Beach County as a sponsor in all promotional materials and at each event.
- C. Inclusion of Palm Beach County logo on all promotional materials and compliance with County logo use and advertising policies.
- D. Preparation and submittal of a final report by June 1, 2014, summarizing event activities and attendance, describing information and public opinions gathered during the event, and listing any service or program recommendations generated from the #OK2TALK series.

Section 5. County Obligations

- A. Provide County logo suitable for publishing/printing.
- B. At the request of the Association, review and approve County sponsorship listings.
- C. Provide payment in accordance with Section 3.

Section 6. Termination

This Agreement may be terminated by County upon ten (10) days prior written notice to the Association's representative in the event of substantial failure by Association to perform in accordance with the terms of this Agreement. It may also be terminated, in whole or in part, by Association upon ten (10) days written notice to the County representative. In the event of termination of this Agreement by the Association, the County shall be under no obligation to make any payment or provide any form of compensation under this Agreement and any compensation or payment provided by the County to the Association shall be immediately returned to the County.

Section 7. Indemnification

The Association shall protect, defend, reimburse, indemnify and hold County its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Association. This provision shall survive termination or expiration of this Agreement.

Section 8. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 9. Insurance

- A. The Association shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The Association shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review or acceptance of insurance maintained by The Association are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by The Association under the contract.
- B. **Commercial General Liability:** The Association shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. The Association shall provide this coverage on a primary basis.
- C. **Additional Insured** The Association shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability policy. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The Association shall provide the Additional Insured endorsements coverage on a primary basis.

Section 10. Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the

application of such terms or provision, to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11. Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service.

If sent to the County, notices shall be addressed to:

Channell Wilkins, Director
Department of Community Services
810 Datura Street
West Palm Beach, FL 33401

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. Suite 601
West Palm Beach, Florida 33401

If sent to the Association, notices shall be addressed to:

Pam Gionfriddo, CEO
Mental Health Association of Palm Beach County, Inc.
909 Fern Street
West Palm Beach, FL 33401

Section 12. Independent Contractor Relationship

The Association is and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of County. The Association does not have the power or authority to bind the County in any promise, agreement or representation.

Section 13. Entirety of Contractual Agreement

The County and Association agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 14. Nondiscrimination

The Association warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.

Section 15. Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Association, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IN WITNESS WHEREOF, the County has made and executed this Agreement on behalf of the County and Association has hereunto set its hand the day and year above written.

PALM BEACH COUNTY



Robert Weisman, County Administrator

3/7/14
Date


ASSOCIATION



Pamela Gionfriddo, CEO
Mental Health Association of Palm Beach County, Inc.

2-27-14
Date

Approved as to Form and
Legal Sufficiency

By: 

Tammy Fields, Chief Assistant County Attorney



Sign up today for free Town Hall Meeting on Breaking the Connection Between Mental Illness and the Legal System.



#OK2TalkPBC

Palm Beach County Speaks:

Breaking the Connection between Mental Illness and the Legal System

#OK2TalkPBC talks about #MentalHealthMatters
www.mhapbc.org

#OK2TALK Community Conversations Will Create Action Plan to Keep Youth with Mental Illness Out of the Legal System

All Residents Encouraged to Help Create Community Solutions for Palm Beach County Kids

(West Palm Beach, FL) – Palm Beach County is answering President Obama's call for creating community solutions about mental health and its impact on our youth. A series of community conversation events titled #OK2TalkPBC is being held throughout the county. All members of our community are encouraged to attend and share stories and ideas to prevent youth struggling with mental illness from needlessly entering the legal system. The #OK2TalkPBC events begin on January 24th at the Quantum Foundation in West Palm Beach. Information gathered during the events will be used to create an action plan to break the connection between mental illness and the legal system.

The Mental Health Association of Palm Beach County (MHAPBC) is organizing the town hall conversations to spark dialogue that will help break the silence around mental illness that prevents early identification. One in five young people have a mental illness, but about half never get treatment. The average age for a person to begin struggling with mental illness is 14, but it usually takes 10 years or more before that person starts getting help.

"The Sandy Hook shootings and similar tragedies have made it painfully clear we are not recognizing mental illness early enough," said Pam Gionfriddo, CEO of MHAPBC. "A lot of kids are struggling with depression, anxiety and more serious mental illnesses, but they are not getting help because people are afraid to talk. Untreated mental illness can lead a young person directly into the legal system. With earlier support, we can prevent many of these kids from going to jail, and help them recover to lead happy, productive lives."

Admission to the community conversation events is free, and food and other refreshments will be provided. Everyone is encouraged to attend, especially consumers, as well as students, parents, teachers, doctors and police officers.

EXHIBIT A

Community Conversations Near You:

(Admission is free and refreshments will be provided.)

West Palm Beach: January 24 @ 12-2pm at Quantum Foundation

2701 N Australian Ave, West Palm Beach, FL 33407

Belle Glade: February 4 @ 12-2pm at Palm Beach State College

1977 College Drive, Belle Glade, Room TEC 109, FL 33430

Jupiter: February 28 @ 9-11am at Southeast FL Behavioral Health Network

140 Intracoastal Pointe, Suite 211, Jupiter, FL 33477

Delray Beach: March 29 @ 10-12pm at Delray Beach Public Library

100 West Atlantic Ave, Delray Beach, FL 33444

#OK2TALK Palm Beach County Conference: Friday, April 25, 9 a.m. to 12 p.m.



Featured Speaker: Paolo del Vecchio, Director of the Center for Mental Health Services at SAMHSA.

Followed by a panel of local policy leaders to discuss the findings, community solutions and action plan formulated throughout the series. Embassy Suites, 1601 Belvedere Rd, West Palm Beach, FL 33406

You must RSVP to attend the #OK2TalkPBC events, and your opinions and input are valued. To register, call 561-832-3755 or visit www.mhapbc.org. For additional questions about the events, contact MHAPBC Program Associate Jillian Edelstein at 561-832-3755 or jedelstein@mhapbc.org. Palm Beach County residents can also join the conversation and help create community solutions for our youth with mental illness via Twitter and Facebook @MentalHealthPBC use hashtags #OK2TalkPBC and #MentalHealthMatters.

#OK2TalkPBC is brought to you by the Mental Health Association of Palm Beach County in partnership with Southeast Florida Behavioral Health Network, Quantum Foundation, Children's Services Council of Palm Beach County, McLaughlin & Stern, Palm Healthcare Foundation, Our Health Policy Matters and many more community partners.

Please call today to register for the first community conversation on January 24th: www.mhapbc.org or call 561-832-3755.

Thank you for helping #OK2TalkPBC become a success in our community! If you have any questions or concerns please feel free to contact us. Thank you for your support. See a full [Flyer here](#).